





Mr. Loureiro afterwards took the mortgage over from the original mortgagee and ceased to be a trustee. Mr. P. A. da Costa then became a trustee. Mr. Loureiro is not a shareholder. There are ordinary members elected to the Club besides the shareholders, and they pay an entrance fee of \$2 per month. Mr. Loureiro has been paying the subscription. I do not know whether or not he paid the entrance fee. The affairs of the Club are dealt with by the General Committee, which is composed entirely of shareholders. The Finance Committee are also shareholders. The statutes of the Club were framed for the guidance of the shareholders only. The wages and food are provided under the direction of two members of the General Committee. The rules of the present Club are the same as those of the old Club. The members of the old Club became members of the new Club without being balloted for. The new Club never adopted the old rules by special resolution or otherwise, but simply allowed them to go on. The disbursements made by the General Committee and the receipts are handed in to them. The defendants in this case are all members of the body of shareholders. In July last year several meetings were held by the General and Finance Committees and in consequence of what transpired there a notice was sent to all the members and to Mr. Loureiro, and a meeting of the members was held, the minutes of which meeting were confirmed at a subsequent meeting. By Mr. Francis I mean that the minutes were read and confirmed as being correct at the subsequent meeting, not that the resolution expelling Mr. Loureiro was again put to the meeting. There is still a mortgage of \$4,000 remaining on the property; the amount was \$27,000 in 1875. The sale of the theatre realised \$10,000. I do not think any portion of the money received from members by way of entrance fee or subscriptions or for wine or food has been used in paying off the mortgage. The number of paying members, including shareholders, is about 120, and the income of the Club from subscriptions is consequently about \$240 per month. The interest on the mortgage is paid out of the balance handed to the Finance Committee by the Hon. Treasurer after the ordinary expenses of the Club are paid. The term used for shareholders is *socios accionistas* and for members who are not shareholders *socios socios*. The witness was then cross-examined at length on the rules of the Club, but was unable to point out any instance in which the term *socios socios* was used, but he said it was understood. He was further cross-examined with the view of showing that the profit on the working of the Club was used to pay off the mortgage. Mr. P. A. da Costa produced a letter received from Mr. Loureiro before the meeting was held. The letter authorised Mr. da Costa to tender Mr. Loureiro's resignation if any question was raised as to his conduct, but it was not read in Court. By Mr. Francis—Witness was one of the trustees of the Club. The term *socios* in the statutes referred to members whether shareholders or not, but was rather ambiguous. He did not know of any other rules for the management of the Club—since its re-organisation—except the ones handed in. Before this case he had never known of any reference to the rules of the old Club as being the rules of the present one. Mr. Mackean said that was the case for the defendants. He argued that the notice served on the plaintiff was a sufficient notice to place him on his defence, and that if he proceeded in such a manner as to show he had no desire to defend himself it ought to be taken against him rather than against those who issued the notice. He also laid stress on the point he had before raised, and which he contended the evidence supported, that the whole of the Club property was taken over by certain persons and paid for by them and others who had joined them. The cases cited showed that the jurisdiction of the court could only be exercised in cases where property was affected. There were cases where it was difficult to see in what way property was endangered in such a way as to require the court to issue an injunction, but in every single case it would be found that it was not because a person happened to be a member of an association and was turned out that the court reinstated him, but because the association had done him a wrong, but it was in respect of some injury to his property that the Court interfered, and in this case it was perfectly clear that the shareholders who had paid for the property were the only persons having a proprietary interest in it.

His Lordship pointed out that the shareholders did not pay the whole of the money; \$14,500 was raised by shares, \$10,000 by the sale of the theatre, and it also appeared that the profits had been taken every year for the purpose of paying interest and reducing the mortgage debt. Mr. Mackean said the profits had been taken by the shareholders, who were in the position of a single proprietor of a club. His Lordship asked where the agreement was between the members and shareholders. In a proprietary club one knew what he was doing; one knew he got nothing out of it except the privilege of using it. Mr. Mackean said that was the case here, and that the plaintiff had never claimed anything further. In a proprietary club it was a business debt or not, or how the profits were applied. He therefore submitted the plaintiff was not entitled to any injunction. Mr. Francis, with regard to the question of property, called his Lordship's attention to the trust deed, where the property was declared to belong to the Club Lusitano and to be held in trust for the persons beneficially interested therein. His Lordship said Mr. Mackean's argument would be that the persons beneficially interested were the shareholders. Mr. Francis submitted that the statutes, which constituted the Club Lusitano, contained the organisation of the Club, and that the Club consisted of members some of whom were shareholders and some were not shareholders. That was the association for which the property was held in trust, and although the persons who had taken shares had no doubt special rights with reference to the property, still some of the money used in paying for the property was the money of non-shareholding members. Out of the fund raised by subscriptions had been taken what was required for the working of the club and also a portion of the purchase money. Therefore on the face of the deeds and statutes he submitted the whole of the members were interested in the property of the club. In a proprietary club there was a distinct agreement that the subscriptions, and so forth should go to the proprietors, who on their part undertook to provide certain things. In the present case there was no pretence of such an agreement. There were the three bodies who carried on the affairs of the Club—the Financial Committee, looking after the shareholders' interest, and the General Committee, the latter handing over to the former whatever balance there was on the working of the Club. The shareholders were in this position—either they were a body of some fifty proprietors who were associated together, and making a profit to themselves, and therefore an illegal association—which, his Lordship would not assume—or else they had been really working for and in the interests of the general body of the members of the club, the profits being made being used for the purpose of paying off the debt on the property so that the Club might be worked more economically. He therefore submitted the members had a beneficial interest in the Club and its property and furnished, and referred to some cases on the point. In conclusion he said that neither the rules of the Club nor the rules of natural justice had been followed in dealing with Mr. Loureiro, and following the decided cases Mr. Loureiro was entitled to a declaration that the proceedings at the meeting were null and void, and to be reinstated as a member. His Lordship said he would look at the cases which had been cited and give judgment at an early day.

### THE CHINA FIRE INSURANCE COMPANY, LIMITED.

An extraordinary meeting of shareholders in the above company was held this afternoon, at 3 o'clock in the Company's Office, No. 45, Queen's Road, when there were present, the Hon. P. Ryrie, (chairman) Messrs. W. H. Forbes, A. Gultow, H. L. Dalrymple, (directors) A. B. Johnson, A. M. R. Pereira, C. Palmer, and James D. Coughtrie, secretary. The secretary read the notice convening the meeting, when the Chairman commented on the small attendance, which he said was doubtless owing to the unfavorable weather. He stated that 1207 shares were represented, and that, as he had heard nothing but favorable opinions amongst the shareholders concerning the resolutions they were to bring before them he did not think it would be necessary to postpone the meeting. He proposed that the resolution passed at the Extraordinary Meeting held on the 19th ultimo be confirmed.

Mr. A. Gultow seconded the chairman's proposal, and the Resolution was accordingly confirmed. This concluded the business of the first meeting.

The Secretary then read the notice convening an extraordinary meeting for 3.15 p.m. when the following special Resolutions were duly proposed and carried.

1.—That the fifth paragraph of the Company's Memorandum of Association be altered by the substitution of the words "Twenty Thousand Shares of One Hundred Dollars each" for "Four Thousand Shares of Five Hundred Dollars each."

2.—That clause 10 of the Company's Articles of Association be expunged therefrom and the following substituted in lieu thereof:—  
"The Capital of the Company shall consist of Two Million Dollars, and shall be divided into Twenty Thousand Shares of One Hundred Dollars each, on which the sum of Twenty Dollars per Share is paid."

3.—That clauses 36 and 37 of the Company's Articles of Association be struck out therefrom.

4.—That clause 25 be altered by the substitution of the words "One Thousand" in lieu of "Two Hundred" and "Two Thousand" in lieu of "Four Hundred."

5.—That clause 19 be altered by the substitution of the words "Two Thousand Five Hundred" in lieu of "Five Hundred."

6.—That clauses 61, 63 and 126 be altered by the substitution of the word "Fifteen" in lieu of "Three."

7.—That clauses 83 and 84 be altered by the substitution of the words "Fifty" in lieu of "Ten" and "One Hundred" in lieu of "Twenty."

A vote of thanks to the chairman and directors, proposed by Mr. A. M. R. Pereira, and seconded by Mr. C. Palmer, brought the meeting to a close.

### CORRESPONDENCE.

[We do not necessarily endorse the opinions expressed by Correspondents in this column.]

#### FRANCE VERSUS CHINA.

TO THE EDITOR OF THE "HONGKONG TELEGRAPH." DEAR SIR,—Since the accounts of the disaster which has befallen the French arms in Annam have reached us here my mind has been much occupied with the subject, and thinking a few of my notions may prove of interest to some of your readers I beg to submit them in verse. I have, of course, assumed that France will land at least 10,000 men of "all arms" to combat with what may, I think, be aptly termed *L'Es*. "Black-flag men":—

I.  
She (France) soon may fight 'gainst China's sabre,  
But I don't think that danger  
Will be very heavy, for her sabre  
Will not before the Chinese wave.

II.  
On and on they'll push their arms,  
And even French fire and great alarms  
Will not keep back the army's charms  
Of gaining victory and thus their palms.

III.  
Onward onward! more and more,  
Hardships, death and wounds more sore  
Will send their lives in gore  
And leave them lying on the shore.

IV.  
The Chinese talk of great preparation,  
For war with a French nation;  
Trying to make a huge sensation  
By placing guns in many a station.

V.  
Mark my word their ships are bluff (deception only)  
And if La République takes the bluff  
They soon will cry, enough enough!  
And quietly suffer any rebuff.

VI.  
But should she (China) possibly go to war,  
"La République" she'll be beaten sore  
If she is, then we may be sure  
For aye she will fight no more.

#### VOX POPULI.

NOTE.—I believe I am fairly entitled to use the name of *glums Vox Populi*, for although doubtless very many object to any attempt on the part of the French to occupy or seize any portion of the southern frontier of China, still the same persons would like to see a little of China's coast known out of her hands.

Vokohama, 16th June, 1883.  
[Our people contribute evidently means to convey something what we mean we are rather in the dark. However, we make it a rule never to allow a *vox populi* to blash unseem, and so give *vox populi* the effusion for whatever it may be worth.—Editor, H.K. Telegraph.]

### NEWS BY THE FRENCH MAIL.

The Messageries Maritimes Co.'s steamer *Smash*, Capt. Lequerre, with the London mails of June 8th, arrived in harbour yesterday afternoon. The subjoined telegrams are taken from Indian and Saigon papers:—

CONSTANTINOPLE, 18th June.  
Hundreds of Armenian families have been evicted by the Turks from the Pashalik of Marash, a fertile tract of country in Asiatic Turkey.

PARIS, June 10th.  
In consequence of the rejection of the French ultimatum by the Malagasy Government, the French Admiral of the fleet has attacked and captured Tamatave, seized the Customs House, and destroyed three small ports along the coast. The Hovas are fleeing at their approach. The French are now firmly established at Tamatave.

ALGERIA, June 10th.  
French troops have been despatched to Tamatave, south-west of Tunis, where a holy war has been proclaimed.  
Cape Town, June 10th.  
News from Zululand states that the Umkomo, partisans of Cetewayo, have made an incursion into the Transvaal.

PARIS, 21st June.  
Intelligence received here states that the Queen of Madagascar died six months ago, but that secrecy respecting her death was observed in Madagascar.

LONDON, 23rd June.  
A vacancy having occurred in the representation of Peterborough by the resignation of Mr. Whalley, Mr. Buxton, the Liberal candidate, has been elected member by 1,400 votes against 1,100.

PARIS, 23rd June.  
Madame Louise Michel has been sentenced to six years' imprisonment.

LONDON, 25th June.  
Obituary.—Sir William Thomas Knollys, [The Right Hon. Sir W. T. Knollys, K.C.B., was Colonel of the 99th, Duke of Edinburgh's Lanarkshire regiment; he entered the army so far back as 1813; but was best known as Gentleman, Usher of the Black Rod, Groom of the Stole to H. R. H. The Prince of Wales, and Receiver-General of the Duchy of Cornwall.]

26th June.  
Mr. O'Donnell has disagreed with his colleagues and succeeded from the Parnellite party.

PARIS, 18th July.  
Comte de Chambord has been suddenly seized with a severe illness. His condition is alarming.

3rd July.  
The Comte de Chambord is dead.

The Minister of Foreign Affairs has resumed his functions.

The Chambers will probably sit until the 25th.

SINGAPORE, 2nd July.  
The *Lyra* left this morning for Saigon at eight o'clock. The *Mytho* left at three o'clock.

The following items of general news are taken from the *London and China Express* of the 8th ultimo:—

The *Thalia*, 8, steel corvette, Captain John W. Brackenbury, from Hongkong, April 11, arrived at Malta on the 1st instant.

The *Lyra*, composite gun vessel, Commander Richard Evans, recently returned from China. The naval medal for long service and good conduct has been awarded to G. E. Shule, captain's coxswain, of the *Lyra*.

The Mayor of Portsmouth has received an adonation of £5 from Captain Long, stationed at Hongkong, towards the Royal College of Music Fund, and through the same officer also two subscriptions of 10s. each for the same object.

Prince Prisdang, the Siamese Minister in London, accompanied by Khuang Nci Tej, First Secretary of the Legation, has arrived at the Hague to negotiate a convention with the Dutch Government on lines similar to the one recently concluded with this country.

The Chinese ironclad corvette *Ting Yuen*, constructed by the Vulcan Company of Britain, underwent her official trial on the 5th inst., on the measured Admiralty mile in the Bay of Eckenforde. She attained a speed of 15.34 knots.

The Portsmouth coroner held an inquest at the hospital, on the 2nd inst., on the body of Alice Elizabeth Briscoe, aged one year and eight months, the daughter of John Briscoe, a leading stoker on board H.M.S. *Andalusian*, on the China Station. It appeared from the evidence that the child was accidentally scalded to death, and a verdict to that effect was returned.

Barren's mound, a small island covered six acres, has been totally destroyed by fire at Chicago. Fortunately there were no fatalities. The elephant "Jumbo" obediently walked out of danger.

Edward Hanlan, of Toronto, rowed John A. Kennedy, of Portland, for the aquatic championship of the world, at Boston, on the 31st ult., the former winning easily by fifteen lengths.

We are informed that it is under consideration to appoint a Vice-Consul at Swatow, in addition to the Consul, to superintend the very large emigration that now takes place from that port. The Government might also consider the advisability of making an appointment at Amoy, where such an officer would have almost as much work to superintend as his *confrere* at Swatow would have.

The steamship *City of Rome*, owned by the Anchor Line, has made a rapid run to New York. Leaving Liverpool on the 23rd ult., she sailed from Queenstown at 3.30 p.m., on the 24th, and arrived off Sandy Hook at 4 p.m., on the 1st inst., having made the passage in exactly 74 days' apparent time, or allowing for the difference between English and American times, 74 days 16 hours.

A telegram from Port Said, dated May 31st, states that the P. and O. steamer *Lebanon* and the steamer *Huntingtower* have been in collision; both vessels were damaged. A later telegram states that the *Huntingtower* has been abandoned full of water on the east side of the Red Sea. The captain and crew have been safely landed at Suez. She was an iron screw steamer of 2,408 tons gross register, built at Newcastle in 1881, and was owned by Messrs. Sumner, Weston & Co., of London.

A statement has appeared in some of our contemporaries to the effect that the British fleet in Chinese waters was to be increased, which we understand is entirely erroneous. We believe, at present, there is no intention whatever of dispatching any additional vessels. Should complications occur it is possible that the Squadron might be reinforced, but the additions would probably be made by detaching some vessels already in commission on the East Indian and Mediterranean Stations, and not by commissioning others from home.

The details of the establishments for the Regular and Auxiliary Forces, which take effect from April 1, 1883, have been approved by Her Majesty. There is a total of all ranks on the home establishment of the Regular Forces of 101,468; on the Colonial establishment of 10,168; and the Indian establishment of 61,591, making a total of 173,227 of all ranks. The Regular Forces consist of 14,440 Infantry Militia, 11,757, and Channell Islands Militia 5,956. The Yeomanry Cavalry number 14,404. The total of the Volunteer Force amounts to 247,922.

At the Chinese Legation at Berlin there exists some uneasiness concerning the despatch of the ironclad *Ting Yuen*, recently built by the Vulcan Shipbuilding Company, to China. According to the contract the ship was to be finished in eight months, and should have been ready four months ago. However, the vessel has not yet been despatched. H. E. Li Fong Pao, the Chinese Minister, has gone to Stettin, accompanied by the First Secretary of the Legation, Dr. Karl Kreier, and by Mr. Giquel, as the Chinese Government is anxious to be in possession of her fullest naval and military forces in view of possible complications with France.

The *Gazette* has announced the promotions of twenty-one paymasters, who have attained five years' service in that capacity, to the hon. rank of major. The following particulars regarding two of these officers will be read with interest. Major Bateman formerly of the 1st Regiment, was attached to the Royal Artillery during the operations against the Taeping, near Shanghai, 1862, resulting in the capture of Nanking, Kien, Isingpoo, Isolin, Najo, the affair at Nanking, and second capture of Kien; served as assistant-engineer on the thirty miles circuit survey round Shanghai, under General C. G. (Chinese) Gordon, in 1863-4, and in the Egyptian campaign of 1882. Major A. J. Roberts, formerly of the 4th Regiment, served in the North China campaign of 1860 (medal).

Advice from Breda, May 15th, stated with reference to the *Kollup*, which vessel went ashore on the outer reef off Dyer's Island, that there is no sign of anyone on board, and the surf is too rough to go off. The whole coast, from Buffeljog to Breda, is strewn with wreckage, consisting of boats, casks, and some few provisions. All the interior fittings of a large cabin, and about twenty cases marked "C. J." over "T.C." Shanghai. The boats have no names painted on them, but a red flag with white cross on the bows. A small bag of herbs, marked "Peppermint", piano glasses, paraffin casks, &c., &c., have been picked up.

The launch of the screw steamer *Calypto* took place at Chatham Dockyard yesterday, in the presence of a large number of spectators. The *Calypto*, which has been nearly two years in building, is intended to be employed as a fast cruiser, and has been constructed almost entirely of steel, by which great strength and lightness are combined. She is 235ft. in length and 46ft. in breadth, with a tonnage of 2,765. Being unarmoured, she is useless for defensive operations, but for offensive purposes she will carry an armament of heavy guns. With engines of 3,000 horse power she is expected to steam sixteen knots an hour. The christening ceremony was performed by Mrs. Watson, the wife of Admiral Watson.

The situation in Madagascar has become very serious. In addition in Mazanga, it appears that the French war vessels have bombarded the towns of Amoronimanga and Parandava, ports claimed by the French on the north-west coast of Madagascar. The bombardment caused great destruction of British and other foreign merchandise. The action of the French has caused the greatest excitement in Madagascar. The Malagasy were pressing forward their military preparations, and the Government declared their resolve to resist French aggression by force of arms. It is stated that Admiral Pierre, the French Naval Commander, has been instructed not to withdraw until after the recognition by Queen Ranavaloa of the French Protectorate. He will insist upon the right being accorded to French subjects of owning landed property in Madagascar, and will also claim £1,500,000 for the cost of the expedition.

Captain George Campbell Fowler, R.N., of Crookham Elm, near Newbury, died on the 26th ult., aged sixty-six. He was third son of Rear-Admiral Robert Merrick Fowler. He served as acting lieutenant of the *Wellington*, under the late Earl of Lauderdale, in the first China War, including the capture of Chusan, reduction of Typhoon, advance on Canton, storming and capture of the city, attack upon Amoy, and reduction of Chusan and Chinghai (medal). Among other operations on the coast of China he also assisted by his great exertions in towing clear a flotilla of nearly twenty of the enemy's fire vessels, most of them chained in couples, and some even three together, which had been expressly intended for *Wellington's* destruction (mentioned in despatches). In 1856 he was appointed flag lieutenant to Sir Michael Seymour, and accompanied that admiral to China in the *Culcutta*, serving at the destruction of the Fatsan flotilla of warjunks on June 1, 1857, and obtaining his promotion to commander shortly afterwards (Fatsan clasp). He was serving in the cutter *Lion* when that vessel was overtaken by a typhoon, and compelled to run ashore on the Chinese coast. He was made prisoner by the Chinese, but was afterwards ransomed. After his promotion he did not serve afloat, retiring from the active list in 1867.

The correspondent of the *New York Herald* at Victoria, B.C., reports an attack upon the Chinese. At night, when the Chinese gang were in bed in their houses, their camp was attacked by a crowd of white men, who surrounded it, armed with clubs, with which they struck the Chinese as they rushed out of their cabins in the dark. Several were knocked down, and some were unmercifully beaten. A good many escaped, but nine were left on the ground for dead. The mob then hastily set fire to the houses and the Chinese hastened back to their camp and tried to put out the fires and save their goods and clothing, but no water being at hand they were unsuccessful, and everything was burned. At daylight they gathered up the wounded, and found that one man was dead. As inquest was held, but it was found impossible to get a jury of twelve disinterested men, the feeling was so strong against the Chinese. After hearing all the evidence they returned a verdict that the deceased had come to his death from violence at the hands of parties unknown. At a meeting of the Pacific Mail Steamship Company the report stated that the suppression of Chinese emigration had caused a heavy decline in the passenger receipts, but British Columbia having welcomed the Chinese, the emigration there during the past few months has filled the company's ships, and raised an expectation of profits as great as before.

### To-day's Advertisements.

FOR MANILA (DIRECT).  
THE Spanish Steamer

"DON JUAN"  
Captain Marquez, will be despatched for the above Port, TO-DAY, the 12th instant, at 5 P.M.

For Freight or Passage, apply to  
BRANDAO & Co., Agents.

Hongkong, 10th July, 1883. [549]

FOR SINGAPORE, PENANG, AND CALCUTTA.

OWING to the inclemency of the weather, the departure of the Steamship

"CRYSTAL"  
Captain R. A. Dalling, is unavoidably postponed until TO-MORROW, the 13th instant, at THREE P.M.

For Freight or Passage, apply to  
DAVID SASSOON, SONS & Co., Agents.

Hongkong, 12th July, 1883. [539]

THE CHINA AND MANILA STEAMSHIP COMPANY, LIMITED.

FOR MANILA (DIRECT).  
THE departure of the Company's Steamship

"ESMERALDA,"  
Captain Wright, for the above Port, is postponed until TO-MORROW, the 13th instant, at 5 P.M.

For Freight or Passage, apply to  
RUSSELL & Co., General Managers.

Hongkong, 12th July, 1883. [548]

NOTICE.  
ST. JOHN LODGE OF HONGKONG, No. 618, S.C.

A REGULAR LODGE will be held in the FARMERS' HALL, Zealand Street, TO-MORROW, the 13th instant, at 8.30 P.M. precisely. Visiting Brethren will be made cordially welcome.

Hongkong, 6th July, 1883. [539]

### Intimations.

THE HALL & HOLTZ, CO-OPERATIVE COMPANY.

CAPITAL £100,000. T.L.S. 300,000 IN 6,000 SHARES OF T.L.S. 50 EACH.

1,000 SHARES ARE RESERVED IN PART PAYMENT TO THE VENDORS, AND THE BALANCE IS OFFERED TO THE PUBLIC FOR SUBSCRIPTION.

Payment:—T.L.S. 10 per Share on Application; T.L.S. 15 per Share on Allotment; T.L.S. 25 per Share Three Months after Allotment.

Where no Allotment is made the deposit will be returned in full.

PROVISIONAL COMMITTEE: E. W. RICE, Esq., F. W. GILES, Esq., J. S. CZERNIA, Esq., JOHN MORRIS, Esq., G. MCNAB, Esq.

BANKERS: THE AGRA BANK, LIMITED.

LEGAL ADVISER: R. E. WAINWRIGHT, Esq.

AUDITOR: GEO. R. CORNER, Esq.

ABRIDGED PROSPECTUS.

THIS Company is formed for the purpose of acquiring, developing and largely increasing the business of Messrs. HALL & HOLTZ, and of conducting the same, so far as the Shareholders are concerned, upon the Co-operative principle. With this view the Provisional Committee have arranged to acquire the leasehold site and premises in the Nanking and Seachuen Roads and the freehold manufactory and godown in the Yuen-Ming-Yuen and Seachuen Roads, together with the plant, machinery, fixtures, stock-in-trade and goodwill of the Firm's business, upon very advantageous terms.

The following are the principal departments of the business as at present carried on, viz:—Household and General Stores, Wines, Spirits and other liquors, Bakery, Tailoring and Gentlemen's Outfitting, Drapery, Ladies' and Children's Outfitting, Fancy Goods, Furnishing and General Upholstery.

Each branch of the business is in good working order, and well provided with all requisite fixtures and plant, while the stock is large and suitable, and the present staff of assistants is thoroughly well qualified.

To aid production in the furniture factory, powerful steam wood-working machinery has been ordered and may shortly be expected from Europe.

The gross returns of the Firm's business during the four years ended the 31st of March, 1882, have averaged about \$310,000.00 per annum, while the average annual profit during the same period has, after making ample allowance for bad debts, been over \$49,000.00.

Messrs. AUGUSTUS WHITE and GEORGE R. CORNER have certified to the above figures:—

While the averages mentioned above are for a period of four years, the business done during the latter two of those years shows a marked increase, the profits for the two years ended the 31st of March 1882 being over \$109,000, or about \$200,000 in excess of the previous two years.

The accounts for the year ended 31st March, 1883, have not yet been fully made up, but the Day Books for the last six months of that year show Net Sales of \$176,137.97, against \$166,277.64 for the corresponding period of the previous year, being an increase of \$11,860.33.

The net profits of the business of the Company will be applied in the first place to paying interest to the Shareholders upon their Capital at the rate of 10 per cent. per annum, and of whatever surplus may remain one-third will be applied in such way as the Shareholders shall from time to time determine, and the remaining two-thirds will be divided among those Shareholders who are contributors of business, *pro rata*, according to the amount of business contributed by each during the year in respect of which the distribution is made.

The purchase price to be paid for the land, buildings, plant, steam and other machinery, fixtures, and goodwill appertaining to Messrs. HALL & HOLTZ business has been fixed at the sum of T.L.S. 150,000, in part payment of which the vendors are prepared to accept T.L.S. 50,000, in fully paid up shares in the Company and two-thirds of the balance by equal instalments, 12 and 18 months respectively from the formation of the Company, thus leaving only T.L.S. 33,334 to be paid down. The unpaid purchase money will bear interest at the rate of five per cent. only, and the Directors will have the option of anticipating any payment of principal should they think fit to do so. The Vendors are prepared to dispose of their stock, all of which has been expressly imported for the business, and is in good condition; at its cost, as laid down in Shanghai. Its estimated value is about T.L.S. 125,000. Power will be taken in the Deed of Settlement to increase the Capital of the Company should such increase, at any future time, appear to the Shareholders desirable.

The present members of the Firm of HALL & HOLTZ have agreed to remain in the Company's service for at least three years, and to do their utmost to further its interests.

The Agreement of sale and the draft Deed of Settlement are open for inspection at the Office of the Company's Legal Adviser.

Prospectuses and Forms of Application for Shares can be obtained from Messrs. HALL & HOLTZ, or from the Company's Bankers.

Application for Shares, at Hongkong or Foo-chow, can be made to Messrs. GILMAN & Co., Agents of the Agr Bank.

Shanghai, 4th July, 1883. [543]

### Intimations.

HONGKONG HOTEL COMPANY, LIMITED.

NOTICE TO SHOPKEEPERS AND TOWNERS.

THE DIRECTORS are prepared to let for a term not exceeding FIVE YEARS (after completion) SIX HANDSOME SHOPS on the basement of the Hotel Building. For further particulars, apply to

LOUIS HAUSCHILD, Secretary.

Hongkong, 17th April, 1883. [296]

HONGKONG HOTEL COMPANY, LIMITED.

THE DIRECTORS are now prepared to receive TENDERS from suitable persons for a term of FIVE YEARS, for the lease of the HONGKONG HOTEL, with FURNITURE complete.

The Building (together with a powerful passenger lift) will comprise after the proposed alterations and additions have been completed, viz:—

Two Grand Entrances from Pedder's Street and Queen's Road, 3rd, Billiard, Reading and Smoking Rooms with separate Entrance from Pedder's Street.

A handsomely fitted up Ladies' Room, for the use of visitors and others. Managers and General Offices, Kitchen, Store Rooms, &c., &c., &c.

FIRST FLOOR.  
A Public Dining Room capable of dining upwards of 170 persons at the same time.



the Club, and Mr. MacKenzie submitted that this was not sufficient; he must prove a sort of right and interest in it—some property in the Club, and that it was for injury to his property in this Club that he came to the court. Mr. MacKenzie cited the case of "Rigby v. Connell," Chancery Division 14, page 482, in which the law was laid down that in order to annul the expulsion of a member from a voluntary association it was necessary to prove that the member had property in the association of which he was deprived by his expulsion. The Master of the Rolls, Sir George Jessel, held that the foundation of jurisdiction was the right of property vested in a member, of which he had been unjustly deprived by expulsion. There was no jurisdiction to decide the rights of persons associated together when there was no property vested in the members, or when the party seeking the interference of the court had no possession of any share of the property of the association. Mr. MacKenzie next referred to the Lord Chancellor's decision in the St. James's Club, in which it was held that where a club was broken up each member was entitled to a share of its effects. "Lytleton v. Blackburn, 33 L. R. New Series, page 641," was next quoted, it being argued for the defendants in that case—where the plaintiff had been expelled from a Club—that there was no Club property vested in the committee, and no partnership interests at stake. The case was decided upon other grounds, but the Lord Chancellor said if the case had been proved it was doubtful whether the court had jurisdiction, because there was no evidence that the members had any property in the Club. The plaintiff in this case had not shown that he was in any property whatever in the Club, and it was not for His-Lordship to assume that he had. The duties of association and rules which had been put in default with the partners in the Club, of which the plaintiff had not shown himself to be one. (Mr. MacKenzie) would, before going further, first ask His Lordship to decide this point.

Mr. Francis contended that though the translation furnished used the word "partner," it was not the correct one; the word used in the statutes, which were in Portuguese, was "socio," which did not mean partner, but simply member.

Mr. MacKenzie said he was in doubt as to whether "partner" was the correct translation of the word. His-Lordship, reserving the point suggested that it might be derived from the Latin, and that the word might imply "partner," but he did not see that the rules provided for two classes of members.

Mr. MacKenzie went on to deal with the rest of his case, and regretted that it had been found necessary to delay the case on account of the illness of a witness believed to be very material to his case. He regretted to say Mr. Rozario was still too ill to attend, and he had decided to go on with the case as there appeared to be no hope that that gentleman was likely to be able to attend for some time. His case went on to explain how the old Club was wound up in 1875, and Messrs. Alves Barreto, and Romano appointed liquidators, how certain gentlemen formed a committee for buying up the Club for a sum of \$30,000 to be raised by the issue of 600 shares at \$50 each. The money was raised by the taking up of these shares and by the borrowing of money upon mortgage. The Club was set on foot again as before for the use of the Portuguese community, but it remained to the present time the property of the shareholders, the whole management of the Club being in their hands. The committee was not one appointed by the old Club, but was composed of the "old" and "new" members of the Club, and on appointment entirely by the shareholders. The entrance fees and subscriptions of the members were payable at the end of each month. Therefore this Club was not like the ordinary ones at home, in which all the members had proprietary rights; those rights being here simply vested in the shareholders. As to the old Rules of Association of the Club, though they had never been adopted by any formal resolution, yet they had been to a certain extent abided by ever since the new Club had been formed, and it was a question for the courtship how they applied in this case. If it was a question of the solemnity of the Club, he would not go into that; there was an allegation of malice, and he thought his Lordship would assume that there had been reasonable ground.

Mr. Francis said whether there was a reasonable cause or not, as he understood it, was not a question for the court.

His Lordship said it was not a question for the court.

Mr. MacKenzie proceeded to argue, with regard to the contention that the meeting was not properly summoned and constituted according to the rules, that the rules of the Club were drawn up by the partners of the Club for their own guidance, and that no rule at all which applied to the calling of a meeting of ordinary members as well as shareholders. He might even go so far as to urge that there were no rules at all, and members were quite justified in meeting together, and by a majority expelling any one who, from any unfortunate cause, had become obnoxious to them, without any particular notice. His clients did not go so far in this case, they gave notice, and the plaintiff had sufficient notice to enable him to appear there and defend himself if he had so wished. If the plaintiff of the Club should be inquired of, as to how he became aware of what the object was. This case was perfectly well known, the matter being notorious throughout the colony. It was out of a tender regard for Mr. Loureiro's feelings that the exact object of the meeting was not stated on the notice. That Mr. Loureiro received this notice, and understood the object of the meeting, was evident from the letter he wrote, and it could not therefore be said that he had no opportunity of defending himself. The letter he sent, requesting that his name was to be put on the list of those who should be expelled, should be taken as evidence that he was aware of what the object was. Mr. Da Costa produced the letter but it was decided that it should not be read. No one attempted to speak on behalf of Mr. Loureiro and had been refused a hearing as stated, but on the contrary, Mr. Da Costa disclaimed any intention of defending him. The committee had considered the matter on two or three previous occasions, and might, he submitted, have decided it themselves, but they preferred to bring it before the general body of members. As the plaintiff, Mr. Loureiro, had anything to say, he had no one offered to do so. They were not bound either to hold the preliminary meetings. Mr. MacKenzie submitted that there was nothing irregular in the meeting or the way it had acted, and if Mr. Loureiro had intended to have been present to defend himself he would have been there. Mr. MacKenzie also argued that upon the broad ground of natural justice, the Club had done what was fair to the plaintiff, in the way had summoned the meeting and dealt with the case.

The following evidence was then taken:

Mr. J. P. da Costa said—I am the Hon. Secretary of the present Club. I have lived a great number of years in Hongkong, and I was when the old Club was dissolved. I and seven others joined together in forming the new Club. Mr. Romano, Mr. Rozario, Mr. Canabito, Mr. J. da Remedio, Mr. Figueiredo, and myself. We had several meetings in 1875 and determined to raise a certain amount of capital. We entered into communication with the liquidator appointed to wind up the old Club, and we bought the old Club for \$30,000. The first trustees were Messrs. Rozario, Remedio, and Canabito. At that time we had \$10,000 each. We had \$10,000 each, but we intended to issue the remainder of the money was raised on mortgage.



